



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 29, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#42 JUNE 29, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ACCEPT GRANT FUNDING FROM THE MOBILE SOURCE AIR POLLUTION REDUCTION
REVIEW COMMITTEE OF THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AND
DELEGATE AUTHORITY TO THE DEPARTMENT OF PUBLIC WORKS TO EXECUTE
ASSOCIATED AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to accept a grant in the amount of \$150,000 from the Mobile Source Air Pollution Reduction Review Committee of the South Coast Air Quality Management District to assist in funding an interface to enable the County of Los Angeles Information Exchange Network Software to receive data from the Los Angeles County Metropolitan Transportation Authority's Regional Integration of Intelligent Transportation System and Berkeley Transportation System's Performance Management System; and delegate authority to the Director of Public Works or her designee to execute an agreement between the South Coast Air Quality Management District and the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as the responsible agency, find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Accept \$150,000 of grant funding from the Mobile Source Air Pollution Reduction Review Committee of the South Coast Air Quality Management District to fund an interface to enable the County of Los Angeles Information Exchange Network Software to receive data from the Los Angeles County Metropolitan Transportation Authority's Regional Integration of Intelligent Transportation System and Berkeley Transportation System's Performance Management System.

3. Delegate authority to the Director of Public Works or her designee to conduct business with the Mobile Source Air Pollution Reduction Review Committee of the South Coast Air Quality Management District on any and all matters related to this grant, including negotiating and executing the grant agreement.

4. Delegate authority to the Director of Public Works or her designee to act as an agent for the County of Los Angeles to execute grant amendments as may be necessary to complete the project including extensions of time, minor changes in project scope, and alternation in the project budget or grant amount of up to 10 percent, subject to approval of such documents by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to accept grant funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC) of the South Coast Air Quality Management District to fund an interface to enable the County of Los Angeles Information Exchange Network (IEN) Software to receive data from the Los Angeles County Metropolitan Transportation Authority's Regional Integration of Intelligent Transportation System and Berkeley Transportation Systems Performance Management System. Once established, this will enable the cities connected to the IEN to be able to view the Department of Transportation's freeway data in real time on the IEN.

Included in the recommended action is a delegation of authority to the Department of Public Works (Public Works) to negotiate and execute a grant agreement and any grant amendments as may be necessary to complete the project, including extensions of time, minor changes in project scope, and alternation in the project budget or grant amount of up to 10 percent, subject to approval of such documents by County Counsel.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The project will provide improved infrastructure and will enhance the quality of life in the affected communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

On July 12, 2005, Item No. 23, your Board approved a consultant services agreement with TransCore Inc., for \$5,088,410 for the enhancement and full deployment of the County's IEN. This work is funded by the Los Angeles County Metropolitan Transportation Authority Call for Projects with Proposition C Discretionary Grant Funds and County matching funds.

The scope of work for the IEN interface task was included in the consultant services agreement with TransCore, Inc. Public Works has been awarded grant funding of \$150,000 by MSRC to complete a portion of this task and offset the required County matching funds.

The MSRC will reimburse the County up to \$150,000 of the cost of the IEN interface. The total cost of the IEN interface is estimated to be \$556,000 with the County's share being \$166,600, the Los Angeles County Metropolitan Transportation Authority's share being \$239,400, and the MSRCs share being \$150,000.

The MSRC grant funds will be distributed on a reimbursement basis only upon completion of the software development work and submission of all required reports and invoices. The MSRC will reimburse up to \$150,000 of eligible expenditures incurred towards the project cost. The project is included in the proposed Fiscal Year 2010-11 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed grant agreement has been approved as to form by County Counsel. The final agreement will be approved by County Counsel prior to its execution by the Director of Public Works or her designee.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 4 and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the modification of existing traffic signals and the maintenance of existing roadway facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services. With the completion of this IEN interface, agencies Countywide connected to the IEN will be better able to coordinate the operation of their traffic signals by being able to view freeway speeds, incidents, and congestion in real time.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic and Lighting Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

GAIL FARBER
Director

GF:WJW:pc

Enclosures

c: Chief Executive Office
County Counsel (Warren Wellen)
Executive Office

Department: Public Works**Grant Project Title and Description**

Regional Integration of Intelligent Transportation System (RIITS) and Performance Management System (PeMS) systems and the County of Los Angeles Information Exchange Network (IEN) Software Integration Project.

Local Government Match Program

Public Works has received a grant from the Mobile Source Air Pollution Reduction Review Committee (MSRC) of the South Coast Air Quality Management District (AQMD) to fund the work required to develop and implement an interface and establish communications between the Metropolitan Transportation Authority's RIITS, the Berkley Transportation PeMS systems, and the County's IEN system. The County's IEN is an advanced traffic management system and multi-jurisdictional network capable of sharing information and control of various traffic control systems and field devices.

Funding Agency:	Program (Fed. Grant #/State Bill or Code #) (AB 2766 Funding)	Grant Acceptance Deadline Upon Board Approval
South Coast Air Quality Management District Mobile Source Air Pollution Reduction Committee	Local Government Match Program	

Total Amount of Grant Funding: \$150,000	County Match (Portion): \$166,600
Grant Period: April 2010 – December 2011	Begin Date: 4/2010 End Date: 12/2011
Number of Personnel Hired Under This Grant: none	Full Time: n/a Part Time: n/a

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? N/A Yes ___ No ___

Will all personnel hired for this program be placed on temporary ("N") items? N/A Yes ___ No ___

Is the County obligated to continue this program after the grant expires? N/A Yes ___ No ___

If the County is not obligated to continue this program after the grant expires, the Department will:

a.) Absorb the program cost without reducing other services N/A

Yes ___ No ___

b.) Identify other revenue sources (describe below) N/A

Yes ___ No ___

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. N/A

Yes ___ No ___

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above:



**South Coast
Air Quality Management District**



Contract No. **ML09027**

LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Los Angeles, Department of Public Works (hereinafter referred to as "CONTRACTOR") whose address is 900 South Fremont Avenue, Alhambra, California 91803.
2. **RECITALS**
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application dated March 24, 2009.
3. **DMV FEES** - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. **AUDIT** - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING - CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
6. TERM - The term of this Contract is for twenty (20) months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 13 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
8. EARLY TERMINATION – This Contract may be terminated early due to any of the following circumstances:
 - A. The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
 - B. The fueling station becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.
9. INSURANCE – CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. **The AQMD Contract Number shall be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
 - A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.

- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

10. INDEMNIFICATION – CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

11. PAYMENT

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of One Hundred Fifty Thousand Dollars (\$150,000) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator
- C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 is completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
- D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
- E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
- F. If, at the completion of the Project described in Attachment 1, the vehicle expenditures and/or infrastructure expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.
- G. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

12. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.

- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
13. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: County of Los Angeles, Department of Public Works
900 S. Fremont Ave.
Alhambra, CA 91803
Attn: Ronald Castaneda

14. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed

under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
16. AQMD LIEN RIGHTS - CONTRACTOR agrees AQMD shall have lien rights on any and all equipment and/or vehicles purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The AQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that AQMD is authorized to file a UCC filing statement to secure its interests in the equipment and/or vehicles that are the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify AQMD within 10 business days of such filing.
17. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract and to ensure that the provisions of this clause are included in all subcontracts.
18. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
19. NON-EFFECT OF WAIVER - CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
20. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
21. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.

22. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
23. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
25. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.
26. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
27. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
28. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work - Attachment 1, The Payment Schedule - Attachment 2, and Supporting Documentation - Attachment 3, are incorporated by reference herein and made a part hereof.
29. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

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IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____


APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: Barbara Band

//MSRC06LocalGovtMatch
Updated 22 October 2008

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By 

WARREN R. WELLEN
Principal Deputy County Counsel

**Attachment 1
Statement of Work
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML09027**

Project Description

CONTRACTOR shall partner with the California Department of Transportation (Caltrans) to develop data links between the Los Angeles County Information Exchange Network (IEN) and two systems which provide freeway congestion and incident data.

The IEN is a management tool that provides an interface to multiple agencies' traffic control systems and allows for information from these systems to be viewed by each agency connected to IEN. With IEN, agencies are able to view current traffic conditions, track accidents, and provide response scenarios to adjust traffic signal timing as needed. Adjusting traffic signal timing can reduce congestion and thereby reduce vehicular emissions.

As traffic congestion occurs on the freeways, commuters look to the major arterials to avoid it. As a result, it would be very advantageous for IEN operators to have freeway congestion and incident information available through the IEN in real time. Within Los Angeles County, Caltrans freeway and incident data is primarily available through the Los Angeles County Metropolitan Transportation Authority's Regional Integration of ITS (RIITS) Project. In addition, data is also available through Berkeley Transportation System's Performance Management System (PeMS). As the information provided by each of these data sources is slightly different, CONTRACTOR shall establish links between both RIITS and PeMS and the IEN.

Upon completion of this project, the IEN will be capable of receiving RIITS and PeMS supported/defined data, translating such data into the current standard IEN data format, and distributing and displaying the data and incident information on the IEN.

CONTRACTOR shall serve as lead agency and is responsible for completing this project.

Statement of Work

CONTRACTOR shall complete the following tasks:

Task 1: Requirements Analysis – CONTRACTOR shall develop a system requirements document that will describe the requirements, goals, and constraints for the RIITS/PeMS-to-IEN interface.

Task 2: System Development

- a. CONTRACTOR shall develop an Acceptance Test Plan based upon the list of Requirements developed under Task 1.
- b. CONTRACTOR shall develop RIITS/PeMS-to-IEN XML Interface Connection Software that connects the IEN to the RIITS and PeMS Systems' web services. This will include the following:

Attachment 1
Statement of Work – continued
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML09027

- i. Web client applications for the RIITS and PeMS freeway congestion and event web services developed for the RIITS/PeMS-to-IEN proof-of-concept project will be enhanced as required;
 - ii. Software that translates RIITS and PeMS data into IEN data formats;
 - iii. Software that passes RIITS and PeMS congestion status data to the IEN;
 - iv. Software that writes RIITS and PeMS configuration and event data into the IEN databases.
- c. CONTRACTOR shall develop IEN Freeway Map Layer/Subsystem, including software to distribute and display freeway congestion data within the IEN. This will include the following:
- i. Subsystem will include data distribution and configuration components;
 - ii. Subsystem will include a new map layer on the IEN's ATMS Map to display volume, occupancy, and speeds for freeway detectors;
 - iii. IEN System Configuration Manager will be modified as required to support the configuration of freeway detector devices within the IEN;
 - iv. IEN Data Archiver will be extended to support the archiving of freeway detector data.
- d. CONTRACTOR shall setup and configure the interface server equipment and will document the configuration and system backup procedures.
- e. CONTRACTOR shall conduct unit and informational integration tests throughout the development lifecycle. At the completion of software development, formal integration testing will be conducted in which all unit tests and Acceptance Test Plan steps will be carried out in the CONTRACTOR's simulated IEN environment. Issues encountered during testing shall be resolved before development is deemed to be complete and prior to software deployment on the LA County IEN production equipment.

Task 3: Install and integrate RIITS/PeMS-to-IEN XML Interface Connection Software – CONTRACTOR shall:

- a. Install the RIITS/PeMS-to-IEN XML interface connection software on the RIITS/PeMS-to-IEN Interface Server located at the Los Angeles County Traffic Management Center. CONTRACTOR shall carry out unit and integration tests to ensure that the software works as intended within the IEN production environment;
- b. Install the RIITS/PeMS-to-IEN Interface Server within the IEN production system located at the Los Angeles County Traffic Management Center;
- c. Conduct acceptance test plan and prepare an Acceptance Test Report denoting the numbers of passed, failed, and skipped test steps. Following delivery and

Attachment 1
Statement of Work – continued
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML09027

review of the Acceptance Test Report, CONTRACTOR will discuss resolution of any remaining issues.

Task 4: Documentation & Software Release - CONTRACTOR shall:

- a. Update new and preexisting IEN documentation, including detailed design documents, system reference manuals, and user materials;
- b. Prepare IEN software release CD-ROMs that contain the new system software source code, installation program, and documentation.

Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the implementation of the MSRC co-funded project. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by AQMD staff, unless AQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

Project Schedule (based on date of Contract execution)

Task	Completion
Task 1: Requirements Analysis & Design	Month 2
Task 2: Software Development	Month 12
Task 3: System Installation & Acceptance Testing	Month 15
Task 4: Documentation & Software Release	Month 16
Task 5: Promotion	Month 17
Interim Report	Month 8
Final Report	Month 18

Reports

Interim Report – CONTRACTOR shall submit a concise report that documents the status of the tasks at the approximate midpoint of the period of performance.

Final Report – CONTRACTOR shall submit a concise report, in the format provided by AQMD staff, at the end of the project, documenting completion of all contract tasks, as well as project results. At a minimum, the final report shall include the following as a basis for air quality benefits assessment:

Attachment 1
Statement of Work – continued
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML09027

- The results of a simulation modeling the data links' improvements to traffic flow; and
- A statement of the assumptions behind the simulation, including the amount of traffic being impacted.

**Attachment 2
Payment Schedule
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML09027**

Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	Local Gov't Funds Applied	Other Funds Applied	Total Cost
Capital Costs				
Purchase RIITS-to-IEN Interface Server	\$0	\$1,500	\$4,500	\$6,000
Other Costs				
Conduct Requirements Analysis (Task 1)	\$0	\$21,089	\$63,267	\$84,356
Develop System (Task 2)	\$0	\$98,306	\$171,633	\$269,939
Install and Integrate Software (Task 3)	\$93,763	\$45,705	\$0	\$139,468
Update Documentation and Release Software (Task 4)	\$56,237	\$0	\$0	\$56,237
Totals	\$150,000	\$166,600	\$239,400	\$556,000

CONTRACTOR shall be reimbursed according to the amounts in "Total MSRC Costs" column stated above upon completion of project.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis.

**Attachment 3
Supporting Documentation
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML09027**

The supporting documents attached hereto as Attachment 3, represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the AQMD or granting any rights to third parties against the AQMD.

1. Proof of Self-Insurance
2. Letter of Authorization - Caltrans



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Risk Management Branch

3333 Wilshire Boulevard, Suite 820 • Los Angeles, California 90010
(213) 351-5346 • (213) 252-0405 Fax
<http://ceo.lacounty.gov>

January 17, 2008

MSRC Contracts Administrator
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**COUNTY OF LOS ANGELES (COUNTY) EVIDENCE OF SELF-INSURANCE
DEPARTMENT OF PUBLIC WORKS
MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE GRANT**

In accordance with California Government Code Section 989-991.2, County Code Chapter 5.32, and Articles 1 and 2 of the Los Angeles County Charter, the County, a political sub-division of the state, is authorized to self-insure for its liability. This self-insurance includes coverage for legal liability and defense costs for claims asserted by third parties for bodily injury and property damage, including general and auto liability (casualty) and workers' compensation benefits.

The above coverage applies to County's actual liability for its acts and omissions, without dollar or time limitation. The exception to this self-insurance coverage is per County Code 5.32.030, the County does not insure any employee from liability resulting from his actual fraud, corruption or actual malice.

The AQMD will receive at least thirty (30) days written notice by registered mail from the County prior to alteration or cancellation of the abovementioned County self-insurance.

If you have any questions concerning the above, please call Ann Rain directly at (213) 738-2199.

Sincerely,

WILLIAM T FUJIOKA
Chief Executive Officer

Ann Rain for Delta UyenoYama

DELTA UYENOYAMA, Manager, CEO
Risk Management Operations

RAA:DU:AMR

c: Ines Gonzalez, Department of Public Works
g/amr/Insurance/Public Works - AQMD 1-17-08

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7002

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

COUNTY OF LOS ANGELES

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Reginald W. Cady
DIRECTOR

Mark B. Belsky
MANAGER, SELF-INSURANCE PLANS

SUPERCEDES CERTIFICATE NO. P-0112

FORM A-4-25A (REV. 1/93)

DEPARTMENT OF TRANSPORTATION

DISTRICT 7

100 MAIN STREET, SUITE 100
LOS ANGELES, CA 90012-3606
PHONE (213) 897-0362
FAX (213) 897-0360



*Flex your power
Be energy efficient*

December 10, 2009

Ms. Cynthia Ravenstein
MSRC Contracts Administrator
South Coast AQMD/MSRC
21865 Copley Drive
Diamond Bar, CA 91765

Dear Ms. Ravenstein:

**LOS ANGELES COUNTY INFORMATION EXCHANGE NETWORK (IEN) SOFTWARE
– FREEWAY MAP INTERFACE PROJECT LETTER OF SUPPORT**

On behalf of the Department of Transportation (Caltrans), I am expressing our support for the County of Los Angeles Department of Public Works' IEN Software – Freeway Map Interface project which will develop an Extensible Markup Language (XML) interface from both the Regional Integration of Intelligent Transportation System (RIITS) and Freeway Performance Management System (PeMS) systems to the Los Angeles County (IEN). We understand that with the completion of this project, freeway congestion and incident information will be made available on the IEN. Also, it is our understanding that with this project, data from both the RIITS and PeMS systems can be populated into IEN and be displayed on the IEN workstations.

We fully support the sharing of transportation management information across the various transportation agencies in this region. The data sharing will allow the participating transportation agencies to more effectively operate and manage their systems for the benefit of the regional transportation system.

Caltrans will support the County, as necessary, to enable the successful completion of the project. We understand that Caltrans is not required to be involved with the construction nor participate in any cost sharing, as specified in the Program Announcement.

I applaud the County's efforts to continue enhancing the IEN, as I believe it will benefit the regional transportation system and all of its stakeholders.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank L. Quon', with a long, sweeping horizontal line extending to the right.

FRANK L. QUON
Division Chief
Division of Operations
Caltrans-District 7

"Caltrans improves mobility across California"